



WENDOVER AIRFIELD

FISCAL NOTE REVIEW | IGG SUBCOMMITTEE | 11.15.2019

Utah State Code 63J-1-220

- (2) A state agency may not provide a recipient entity state money through pass through funding unless:
- (a) the state agency enters into a written agreement with the recipient entity; and
 - (b) The written agreement described in Subsection (2)(a) requires the recipient entity to provide the state agency:
 - (i) a written description and an itemized report at least annually detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent; and
 - (ii) A final written itemized report when all the state money is spent.

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State of Utah DAF/OFM Legislative Pass Through Funding Agreement for the Historic Window Airfield, Project Number 19276300

AGREEMENT BETWEEN the Division of Facilities Construction and Management of the Department of Administrative Services (hereinafter "DFCM") and the Window Airfield (hereinafter "Recipient.")

Amount of funding: \$250,000

Authorizing Legislation: 2018 House Bill 611, Item 8331, Utah Code 63J-1-220

Pursuant to the authorizing legislation, DFCM hereby agrees to provide \$250,000 to Recipient for the following purpose: Historic Window Airfield

In consideration of the funds to be received by Recipient, the Parties (DFCM and Recipient) agree to the following:

1. Recipient agrees to only use the funds for the purpose described above. If Recipient does not use the funding in accordance with this Agreement, the State of Utah and DFCM reserve all rights in law and equity to obtain a return of the funding, including the legal use of interest and reasonable attorney fees and costs expended in obtaining the return of such funding. Prior to any request for a return of the funds, DFCM will provide a letter to Recipient at the following address: 280 E. 1000 S, 3rd floor, Salt Lake City, UT 84143. If the Recipient fails to accept the funding in writing for the purpose described in this Agreement and commence return within ten (10) days of receipt of the letter from DFCM requesting such return, then the Recipient shall immediately return the funds that were not properly used for the purpose described in this Agreement along with the reasonable costs and attorney fees used for the purpose described in this Agreement to Recipient the funds, all as specified in said DFCM letter.

2. Recipient shall provide an annual written description and an itemized report to DFCM ("WDR"), with each WDR to be delivered in writing to DFCM at 4155 State Office Bldg, Salt Lake City, UT 84143, after June 15th or no later than October 1st for each year including a final WDR for the year of which the funds are completely expended. Said WDR provided by the Recipient shall include an itemized report detailing the description of the purpose of the funds, the expenditure of the state money, or the report when all the state money is spent. The WDR shall be in sufficient detail to identify how the pass-through funds are being used by the Recipient. The following are examples of the minimum requirements of the WDR:

(a) A detailed description of goods or services provided by the recipient entity. The description should provide meaningful information on what is to be accomplished with the funds provided.

(b) The total dollar amount provided and expended.

(c) For each activity, a financial report at the category level of expenditure of how the funds are expended (i.e., personnel services, in-state travel, out-of-state travel, current expense, etc.)

5. DFCM reserves the right to request additional detail in the WDR and Recipient shall comply promptly with such additional detail.

6. DFCM shall comply with any procurement process required for the transfer of funds when applicable. If the Recipient has been identified by the Legislature or the funds are not for procurement by DFCM or the State of Utah, then the Recipient shall comply with all conditions of the provisions of the funds as specified by the Utah Legislature and comply with any procurement law that may apply to set forth in such conditions. The Division of Purchasing and General Services shall be consulted in regard to any questions regarding the procurement law requirements.

7. **LAWS AND REGULATIONS:** At all times during this Agreement, Recipient and all goods obtained and/or services performed pursuant to this Agreement shall comply with all applicable federal and state constitutions, laws, rules, orders, orders, and regulations, including applicable financial and certification requirements. If the Recipient receives federal funds, either in whole or in part, then any federal regulation entered in the federal funding will supersede any conflicting provision in this Agreement.

8. **RECIPIENT ADMINISTRATION:** Recipient shall maintain or supervise the maintenance of all records necessary to properly account for Recipient's performance and the payments made by DFCM to Recipient under this Agreement. These records shall be retained by Recipient for at least 10 years after final payment, or until all audits related within the 10 years have been completed, whichever is later. Recipient agrees to allow, or no additional cost, the State of Utah, federal auditors, and/or DFCM staff, access to all such records.

9. **NOT PART OF STATE OR DFCM:** Recipient, in its performance of services or provisions of goods with the funds received pursuant to this Agreement, shall act in an independent capacity and not in officers or employees or agents of DFCM or the State of Utah. Recipient's representations or performance shall in no way be a liability or responsibility of DFCM or the State of Utah.

10. **NON-REPRODUCTION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAWS:** Immediately upon written notice delivered to Recipient, this Agreement and any transfer of funds under this Agreement may be terminated in whole or in part at the sole discretion of DFCM, if DFCM reasonably determines that: (i) a change in federal or state legislation or applicable law materially affects the ability of either Party to perform under the terms of this Agreement; or (ii) that a change in available funds affects DFCM's ability to pay under this Agreement. A change of available funds in use in this paragraph includes, but is not limited to, a change in federal or state funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this paragraph 10, DFCM and the State of Utah will not be liable for non-performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

11. **PUBLIC INFORMATION:** Recipient agrees that this Agreement, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with State of Utah's Government Records Access and Management Act (GRAMA). Recipient agrees DFCM and the State of Utah express permission to make copies of this Agreement, related sales orders or documents of any sort, related pricing documents, and invoices in accordance with GRAMA. DFCM and the State of Utah are not obligated to return Recipient of any GRAMA requests for disclosure of this Agreement, related purchase orders or documents of any sort, related pricing documents, or invoices.

10. **ASSIGNMENT:** Recipient may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of DFCM.

11. **DISPUTE RESOLUTION:** Prior to either Party filing a judicial proceeding, the Parties agree to participate in the mediation of any dispute. DFCM, after consultation with Recipient, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DFCM appoints such an expert or panel, DFCM and Recipient agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

12. **SEVERABILITY:** To the extent the purpose of the funds provided by the Utah Legislature can still be reasonably accomplished, the validity or enforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.

13. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

14. **LAWS AND VENUE:** This Agreement shall be interpreted under the laws of the State of Utah. Venue for any legal proceeding shall be in Salt Lake County, State of Utah.

Each signatory below represents that he/she has the full authorization to enter into this Agreement and complete the duties and responsibilities identified in this Agreement.

David R. Smith 10/21/18
DFCM
John A. Smith 10/21/18
Recipient
Christy 10/21/18
Witness of Recipient's Signature Date
Approved as to form:
Christy
Assistant Attorney General
Christy
Attorney General
Division of Finance, State of Utah

3

Utah State Code 63J-1-220

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- (i) a written description and an itemized report at least annually detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent; and
- (ii) A final written itemized report when all the state money is spent.



HISTORIC WENDOVER AIRFIELD

Historic Wendover Airfield, Inc.
1940 East 10980 South
Sandy, Utah 84092-4730
TEL: (801) 571-2907

INVOICE

INVOICE TO: State of Utah Division of Facilities Construction and Management Attn: Dave Williams		FEDERAL ID: 87-0952331 PURCHASE: Per discussions INVOICE #C018-15-24 TAX NUMBER: DATE: October 24, 2018 REVISED:	
ADDITIONAL INFORMATION: RE: Authorized Legislation 2018 House Bill 3, Item 131, Utah Code 63J-1-220			
ITEM No.	PRODUCT OR SERVICE DESCRIPTION	CHECK, QTY or HOURS	AMOUNT, COST or RATE
	Legislative Grant as described above	EA	\$ 250,000.00
This grant is to be used for the restoration of the Restrooms in the historic B-29 Hangar on Wendover Airfield. Matching funds are now being gathered, so the construction may not commence until the spring of 2019. Funds will be used for refurbishing the rough plumbing, rough and finish carpentry in the restroom area, bringing prime power to the hangar along with water and sewer service. Finish plumbing fixtures and cabinets will also be a part of the construction as will be tile and paint for the restrooms.			
TOTAL:			\$250,000.00

Written Description

Utah State Code 63J-1-220

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State of Utah	PURCHASE#Per discussions
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	DATE#October 24, 2018
	REVISED
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Attn: Dave Williams	TAX NUMBER
	DATE: October 24, 2018 REVISED

ADDITIONAL INFORMATION:
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Written Description



TO: Utah Legislature
Division of Facilities Construction and Management
CC: Historic Wendover Airfield Board
RE: Report on Legislative Grant for FY 2018
DATE: 10 OCT 2019

This grant was given for restoration of the restroom facilities in the B-29 'Enola Gay' hangar on the airfield that was used by the Manhattan Project team in preparing for delivery of the atomic weapons during World War II.

Several issues have delayed the project. The first was finishing acquisition of matching funds necessary to complete the project. We spent quite a bit of time resolving American Disabilities Act (ADA) issues with access and use of the restrooms. Code issues with the number of fixtures for toilets and wash basins needed to be resolved due to the size of the hangar and the potential number of people in the hangar. This was finally settled when areas taken up by aircraft limited the potential number of people on the hangar floor. We determined that larger events with aircraft removed will require the use of portable restrooms. These code issues were worked out with the Tooele County code enforcement department.

The project is now underway with the following being accomplished:

1. Architectural drawings complete and building permits secured.
2. Supply waterlines trenched and installed from the main line at the road.
3. Concrete floor cut, underfloor plumbing installed, concrete re-poured.
4. New wall framing installed.
5. Rough plumbing is 80% complete.
6. Rough wiring is 60% complete
7. Sanding of ceiling joists underway (about 10% complete)

Remaining work includes:

1. Finish rough plumbing & install finish plumbing fixtures.
2. Water meter installation and hookup to Wendover City water.
3. Insulation & sheetrock inside the restroom and plywood walls on hangar side.
4. Ceiling joist sanding and sealing.
5. Paint & installation of metal wall finishes.
6. Door installation and painting.
7. Electrical prime power panel installation & finish rough wiring
8. Final electrical finish work after all else is completed.
9. Family restroom fixtures installation
10. Heat pump heating system

Historic Wendover Airfield is a Public 501(c)(3) Non-Profit Corporation
1940 East 10980 South Sandy, Utah 84092 (801) 571-2907 www.wendoverairbase.com

Yearly Report

B-1-220

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Yearly Report



HISTORIC WENDOVER AIRFIELD
 1940 E 10980 S
 SANDY, UT 84092

DAVE WILLIAMS
 UTAH DFCM
 OCTOBER 24, 2018

RE: STATUS OF THE B-29 'ENOLA GAY' HANGAR

The last phase of the hangar restoration which was completed was removal of the remaining roofing and east hangar door siding that had the insulation containing asbestos. The hangar has now been completely re-roofed and both east and west hangar doors have been renovated and re-sided.

We are now just finishing up a few punch list items with regard to the main door on the side of the hangar and fixing a couple of roof leaks on the metal roofing.

XCEL Construction was the prime contractor on this project and they have done an excellent job in getting the asbestos removed and the reconstruction of the roofing and siding completed.

2017 GS Final Report

(ii) A final written itemized report when all the state money is spent.



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QUESTIONS